

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION

RECEIVED CLERK'S OFFICE

2009 MAR 24 A 8:56

William Danzell,

Plaintiff,

v.

Nestor, Inc.,

Defendant.

Civil Action No. 9:08-cv-2553-SB

Silver Star Partners I, LLC,

Plaintiff,

v.

Nestor, Inc.,

Defendant.

Civil Action No. 9:08-cv-2554-SB

 Silver Star Partners I, LLC and
Foundation Partners, LLC,

Plaintiffs,

v.

Nestor, Inc.,

Defendant.

Civil Action No. 9:08-cv-2871-SB

ORDER

This matter came before the Court on Monday, March 24, 2009, for a hearing on the pending motions in the three above-captioned cases. For the reasons set forth on the record during the hearing, it is


ORDERED that the Defendant's motion to dismiss (Entry # 4) in Civil Action No. 9:08-cv-2553-SB is granted insofar as the Court finds the forum selection clause contained in the underlying employment contract to be valid. Therefore, the Court transfers this case to the District of Rhode Island for further proceedings. It is further

ORDERED that the Defendant's motion to dismiss (Entry #4) in Civil Action No. 9:08-cv-2554-SB is denied because the Court finds that it may exercise personal jurisdiction over the Defendant. Additionally, the Court finds that the Plaintiff's motion for a preliminary injunction (Entry #12) is moot based on the Plaintiff's statement at the hearing. Lastly, it is

ORDERED that the Defendant's motion to dismiss (Entry # 7) in Civil Action No. 9:08-cv-2871 is denied because the Court finds that it may exercise personal jurisdiction over the Defendant. Any remaining motions not specifically mentioned are hereby denied as moot.

IT IS SO ORDERED.

March 23, 2009
Charleston, South Carolina


Sol Blatt, Jr.
Senior United States District Judge